

Resolution No. 23-2007

**AN AGREEMENT BETWEEN THE CITY OF READING
AND COMCAST OF NEW MEXICO/PENNSYLVANIA, LLC.**

In conjunction with the Franchise Agreement ("Agreement") between the City of Reading, Berks County, Pennsylvania ("City"), and Comcast of New Mexico/Pennsylvania, LLC ("Comcast"), and in consideration of the mutual promises contained herein and intending to be legally bound hereby, this Agreement is made and executed by the undersigned as of the last date set forth below.

WHEREAS, Comcast and its predecessors have provided Cable Service in the City using the public rights-of-way in accordance with applicable law; and

WHEREAS, pursuant to Section 4.6 (A) of Ordinance No. 101-85, incorporated by a Franchise Agreement dated December 24, 1985 (effective upon 30 days), Comcast and its predecessors shall submit to the City a Franchise Fee in the amount of five percent (5%) of annual Gross Revenues; and

WHEREAS, the City contends that Comcast and its predecessors have underpaid the Franchise Fee on such revenues derived from Cable Service during the period August 1, 1997 through December 31, 2005; and

WHEREAS, the City and Comcast have decided to amicably resolve this issue.

NOW THEREFORE, the City, in consideration of the commitment made by Comcast set forth herein, agrees as follows:

1. In consideration for the release by the City contained herein, and the other terms and conditions of this Agreement, and in full satisfaction of any and all claims which the City may have against Comcast relating to the above claim that Comcast has underpaid Franchise Fees during the aforementioned period, the City shall accept a check issued by Comcast and made payable to the City, upon request, in the amount of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000). This amount is payable and due within forty-five (45) days from the mutual execution by the parties of this Agreement.
2. In addition to the above, and under the same consideration and other terms and conditions of this Agreement, Comcast shall issue a second check and payable to the City, upon request, in the amount of EIGHTY THOUSAND DOLLARS (\$80,000). This amount is payable and due within one hundred (180) days from the mutual execution by the parties of this Agreement.
3. Subject to the provisions hereof, the City does hereby release and forever discharge Comcast, its parents, subsidiaries and affiliates, and their respective officers, directors, partners, principals, employees, agents, representatives,

successors, and assigns of and from any and all debts, demands, actions, causes of action, manner of actions, suits, accounts, dues, covenants, agreements, judgments, controversies, damages, and any and all claims, demands, and liabilities of any nature whatsoever, both at law and in equity, which the City has as of the date hereof, may ever have had, or hereafter may have against Comcast, or any of them, related to or arising out of the alleged underpayment of Franchise Fees from the period August 1, 1997 through and including December 31, 2005.

4. This release shall become effective upon the execution of this Agreement by an authorized representative of the City and accepted by an officer of Comcast.

IN WITNESS WHEREOF, THE CITY HEREBY EXECUTES THIS AGREEMENT:

Attest:



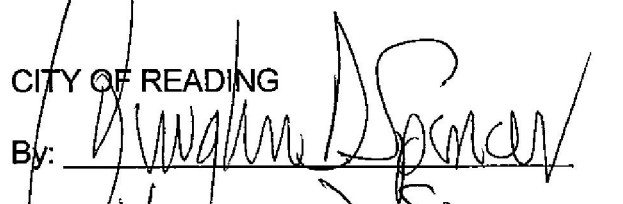
CITY OF READING

By:

Print:

Title:

Date:


VAUGHN D. SPENCER
PRES OF COUNCIL
Jan 22 2007

ACCEPTED BY:

Attest:

COMCAST OF

NEW MEXICO/PENNSYLVANIA, LLC.

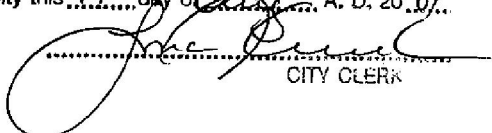
By: _____

Print: _____

Title: _____

Date: _____

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 22nd day of Jan A. D. 2007. Witness my hand and seal of the said City this 14th day of Jan A. D. 2007.


CITY CLERK

Resolution No. 23-2007

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Side Letter Agreement
City of Reading
Page 2

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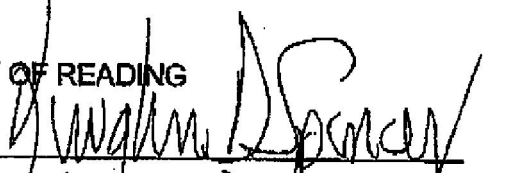
CITY OF READING

By:

Print:

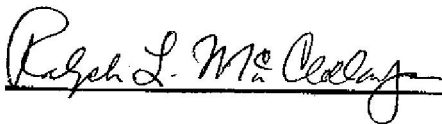
Title:

Date:


VAUGHN D. SPENCER
PRES OF COUNCIL
Jan 22 2007

ACCEPTED BY:

Attest:




COMCAST OF
NEW MEXICO/PENNSYLVANIA, LLC.

By:

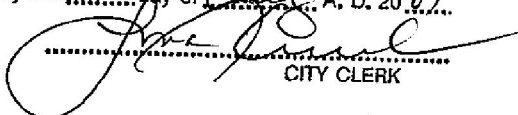
Print:

Title:

Date:


DAVID R. BREIDINGER
V.P. - EAST DIV. - GOV'T & REG. AFFAIRS
MARCH 15, 2007

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 22nd day of Jan A. D. 2007. Witness my hand and seal of the said City this 14th day of Dec. A. D. 2007.


CITY CLERK